

COMMONWEALTH OF KENTUCKY  
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

JOINT FILING BY BIG RIVERS ELECTRIC	)	
CORPORATION AND KENERGY CORP. OF A	)	CASE NO.
LOAD CURTAILMENT AGREEMENT WITH	)	2014-00046
CENTURY HAWESVILLE	)	

ORDER

On January 24, 2014, Big Rivers Electric Corporation (“Big Rivers”) and Kenergy Corp. (collectively “Applicants”) jointly filed, pursuant to 807 KAR 5:011, Section 13, a special contract with Century Aluminum of Kentucky General Partnership (“Century”). The special contract, titled “Load Curtailment Agreement,” relates to electric service to Century’s aluminum smelting facility in Hawesville, Kentucky. That smelting facility, known as “Century Hawesville,” is being served under the terms and conditions of special contracts approved by the Commission for service on and after August 20, 2013, in Case No. 2013-00221.<sup>1</sup> In addition to filing the Load Curtailment Agreement, the Applicants request that the 30-day notice period required under KRS 278.180(1) be shortened to 20 days as permitted under that statute.

The Load Curtailment Agreement filed for Century Hawesville is essentially the same as the Load Curtailment Agreement approved by the Commission on January 30, 2014, in conjunction with agreements for electric service by the Applicants to another aluminum smelting facility owned by an affiliate of Century in Robards, Kentucky, and known as “Century Sebree.” The Century Hawesville Load Curtailment Agreement sets

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<sup>1</sup> Case No. 2013-00221, *Joint Application of Kenergy Corp. and Big Rivers Electric Corporation for Approval of Contracts and for a Declaratory Order* (Ky. PSC Aug. 14, 2013).

forth certain rights and obligations among the parties thereto when there is a curtailment of load or the suspension or reduction of the delivery of energy and other electric service to Century Hawesville due to the action, request, or direction of any governmental authority having the requisite jurisdiction, including the Midcontinent Independent System Operator (“MISO”), or any local balancing authority. Such a curtailment of load or suspension or reduction in the delivery of energy or other electric service to Century Hawesville would be done, without the need to curtail the load of any other person, if such curtailment of Century Hawesville would or is anticipated to prevent, counter, or reduce the effects of the conditions or circumstances giving rise to the curtailment event that has occurred or is reasonable likely to occur. The Load Curtailment Agreement also provides that the Applicants will not be liable for, and will be held harmless by Century Hawesville, for any losses or damages suffered by Century Hawesville due to a curtailment of its load or the suspension or reduction of the delivery of energy or other electric service pursuant to the Load Curtailment Agreement.

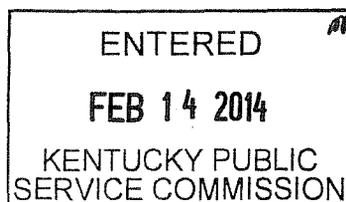
The Applicants further state that Century Hawesville is in the process of installing a Special Protective System which is designed to allow it to curtail its own load to meet the MISO requirements to eliminate the need for the Coleman Generating Station (“Coleman”) to be operational and, thus, allow for the termination of the System Support Resource (“SSR”) Agreement between Big Rivers and MISO. Having the Load Curtailment Agreement in place is a condition precedent to MISO’s termination of the SSR agreement. For this reason, the Applicants have requested that the statutory notice period be shortened from 30 days to 20 days so that Century Hawesville will be able to terminate the SSR Agreement as soon as feasible.

Based on a review of the record and being sufficiently advised, the Commission finds that the Load Curtailment Agreement for Century Hawesville should be approved, as it is essentially similar to the agreement we approved on January 30, 2014, for Century Sebree, and it is necessary to be in place for Century Hawesville to eliminate the need for Coleman to be operational. In granting our approval of the Century Sebree Load Curtailment Agreement, we stated that we are unable to now determine whether we have jurisdiction to resolve disputes under that agreement because there is no actual controversy before us and we are unable to render an advisory opinion on this jurisdictional issue.<sup>2</sup> In approving the Century Hawesville Load Curtailment Agreement, we reiterate that finding. Further, we find good cause to shorten the statutory 30-day notice period and approve the Century Hawesville Load Curtailment Agreement effective for service on and after the date of this Order.

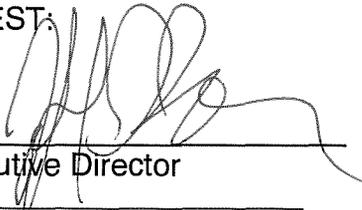
IT IS THEREFORE ORDERED that:

1. The Applicants' request to shorten the statutory 30-day notice period is granted.
2. The Century Hawesville Load Curtailment Agreement is approved for service on and after the date of this Order.

By the Commission



ATTEST:

  
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Executive Director

<sup>2</sup> *Id.* at 19.

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